



**Montana Fish,  
Wildlife & Parks**

## STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

**RFP Number:**  
**080254**

**RFP Title:**  
**Monitoring Upland Game Bird Habitat Enhancement Program  
Projects**

**RFP Response Due Date and Time:**

May 27, 2008  
2:00 PM, Local Time

**Number of Pages:** 26, including Appendices

### ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Rick Dorvall, 406-495-3249

**Issue Date:**  
April 28, 2008

Fish, Wildlife and Parks  
Wildlife Division  
P.O. Box 200701  
Helena, MT 59620

**Phone:** 406-495-3249  
**Fax:** 406-495-3253  
**TTY Users, Dial** 711

**Website:** <http://vendor.mt.gov/>

### INSTRUCTIONS TO OFFERORS

**Return Sealed Proposal to:**

Fish, Wildlife and Parks  
Purchasing Unit  
P.O. Box 200701  
930 Custer Ave.  
Helena, MT 59620

**Mark Face of Envelope/Package:**

**RFP Number:** 080254  
**RFP Response Due Date:** May 27, 2008

**Special Instructions:**

Questions concerning RFP due to purchasing officer  
by May 9, 2008.

### IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

### OFFERORS MUST COMPLETE THE FOLLOWING

**Offeror Name/Address:**

**Authorized Offeror Signatory:**

(Please print name and sign in ink)

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**The following items MUST be included in the response to be considered responsive.  
Failure to include any of these items may result in a nonresponsive determination.**

**Signed Cover Sheet**

**Signed Addenda (if appropriate)**

**Point-by-Point response to all sections and subsections (per Section 1.6.1)**

**Response to Appendices A and B (per Section 1.6.1)**

**Complete answers to all requirements of Sections 3, 4, and 5**

**Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)**

## SCHEDULE OF EVENTS

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
RFP Issue Date .....	April 28, 2008
Deadline for Receipt of Written Questions .....	May 9, 2008
Deadline for Posting Written Responses to the State's Website.....	May 16, 2008
RFP Response Due Date .....	May 27, 2008

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### **1.0 PROJECT OVERVIEW**

The STATE OF MONTANA, Dept. Fish, Wildlife & Parks, Wildlife Division (hereinafter referred to as "the State") is seeking up to three (3) contractors to provide project monitoring for Upland Game Bird Enhancement Program projects on private and public lands. The overall budget for monitoring these projects is approximately \$25,000/year. This would entail compliance check, basic quality and biological assessments, filling out a standard report, and installation of program signs. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 CONTRACT TERM**

The contract term is for a period of 1 year beginning upon contract execution and ending June 30, 2009. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years, at the option of the State.

### **1.2 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction** of Rick Dorvall, FWP Purchasing Officer, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Rick Dorvall  
Address: 930 Custer Ave, P O Box 200701, Helena MT 59620  
Telephone Number: 406-495-3249  
Fax Number: 406-495-3253  
E-mail Address: rdorvall@mt.gov

### **1.3 REQUIRED REVIEW**

**1.3.1 Review RFP.** Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

**1.3.2 Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before May 9, 2:00 PM local time. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.3.3 State's Response.** The State will provide an official written response by May 16, 2008 to all questions received by May 9, 2:00 PM local time for receipt of written/e-mailed questions). The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website

alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.4 GENERAL REQUIREMENTS**

**1.4.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

**1.4.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

**1.4.3 Mandatory Requirements.** To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

**1.4.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

**1.4.5 Prime Contractor/Subcontractors.** The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

**1.4.6 Offeror's Signature.** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

**1.4.7 Offer in Effect for 120 Days.** A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

## **1.5 SUBMITTING A PROPOSAL**

**1.5.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.5.3 Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**1.5.5 Copies Required and Deadline for Receipt of Proposals.** Offerors must submit one original proposal and three (3) copies to the purchasing unit of Fish Wildlife and Parks. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP# 080254. ***Proposals must be received at the receptionist's desk of the purchasing unit of Fish Wildlife and Parks prior to 2:00 PM, local time, May 27, 2008. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

**1.5.6 Late Proposals.** ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **1.6 COST OF PREPARING A PROPOSAL**

**1.6.1 State Not Responsible for Preparation Costs.** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

**1.6.2 All Timely Submitted Materials Become State Property.** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

## **SECTION 2: RFP STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

## **2.1 OFFEROR COMPETITION**

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

## **2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.2.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2.2.2 Procurement Officer Review of Proposals.** Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

**2.3.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All



responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

**2.3.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.** After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

**2.3.7 Best and Final Offer.** The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

**2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award.** The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

**2.3.9 Request for Documents Notice.** Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement officer will notify all other offerors of the State's selection.

**2.3.10 Contract Execution.** Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

## **2.4 STATE'S RIGHTS RESERVED**

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

## **SECTION 3: SCOPE OF PROJECT**

### **3.0 Introduction**

Montana Fish, Wildlife and Parks administers the Upland Game Bird Habitat Enhancement Program (UGBHEP), which funds a variety of habitat enhancement projects on private and public lands, mostly in eastern Montana. There are currently approximately 450 active UGBHEP contracts. Each type of project has a required monitoring frequency and protocol. Standard UGBHEP contract lengths vary from 1 to 30 years in length and require certain actions of landowners to remain in compliance.

### **3.1 Overview**

Montana Fish, Wildlife and Parks is soliciting contracted services for monitoring UGBEP projects. Monitoring features include landowner compliance, project quality, basic biological assessment, and checking on/erecting project signs. Project types include shelterbelts, nesting cover plantings, food plots, leases, grazing systems, and enhancements to Conservation Reserve Program grasslands. Each project-type requires monitoring at a given frequency (e.g., annually, every 3 years, every 5 years). New projects are being developed annually. Extensive overnight travel is required.

### **3.2 CONTRACTOR RESPONSIBILITIES**

- Contractor will provide all personnel, supervision, materials, supplies, tools, software, equipment, and transportation necessary to complete monitoring work.
- As part of contract, Contractor will attend a half-day training session near Townsend prior to starting monitoring activities.
- Contractor will monitor and erect signs for projects designated by FWP once between May 15 and August 15.
- Contractor must contact landowner to make an appointment to monitor assigned projects.
- Contractor will be responsible for obtaining project contract list and associated documents, monitoring forms, and UGBEP signs from the Wildlife Division Office, Helena in coordination with the Game Bird Coordinator.
- Contractor must complete the department's electronic Monitor Report Form (form example attached – Appendix D) in full and take pictures of the projects, including sample images of erected project signs as well as pictures that document representative sites, potential violations or possible problems.
- Individual images must be between 300 and 500 kb in size (approximately 640X480) and inserted in the Monitor Report Form. All pictures must have a time and date stamp.
- Contractor must review UGBHEP contract requirements for each project and monitor all sites, parcels, or pastures enrolled in the contract terms.
- If UGBEP signs are absent, Contractor will erect signs on existing fence wires or posts. If no existing structures are available for mounting signs, contractor will install a light 5' metal post for supporting sign. If existing signs lack contact information, Contractor will provide updated name and phone number of

landowner (note: most projects have had signs installed since 2004 - this is intended as a maintenance activity)

- Monitor Report Forms and associated Pictures will be provided by the contractor in digital form on CD (**2 copies**). Forms and images will be stored in separate subdirectories on the CD labeled by the contract number. Contractor will retain a copy of reports for 3 years after sending to FWP.
- Contractor must deliver (or mail) completed electronic Monitor Report Forms with images and associated documents to the Game Bird Coordinator (Helena Headquarters Office) by August 20 each year.
- Once monitoring is completed for the year, all related documentation must be returned to the Game Bird Coordinator.
- Upon delivery of Monitor Report Forms, the contractor will also supply a summary table that tabulates all projects intended for monitoring, all projects monitored, date monitored, and any possible violations or problems needing follow-up attention.
- Contractor will be available for one summary meeting each year to discuss all monitored projects, including a review of any problems encountered.

### **3.3 AGENCY RESPONSIBILITIES**

- FWP will provide a half-day training session at Canyon Ferry Wildlife Management area by Townsend for the selected Contractors to answer specific monitoring questions, provide plant identification training for shelterbelt species, and to review specific types of projects.
- FWP will provide a packet of information for each habitat project. This includes a copy of the project contract with project details and stipulations; landowner contact information; and a map for finding the site.
- Contact information for the area biologists, in case there is need of assistance in finding a site or questions about a particular project.
- FWP will provide a supply of pre-drilled metal UGBEP signs (approx. 8"X17"), paint markers for writing landowner name and contact information, and rubbing alcohol for erasing mistakes or cleaning sign prior to writing.
- FWP will provide a supply of light metal posts (5') for mounting UGBEP signs in areas where no other mounting structures are available.
- It is FWP's responsibility to enforce the terms of each habitat contract.

## SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

### 4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

### 4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

**4.1.1 References.** Offeror shall provide a minimum of (2) references that is using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last (5) years, has successfully completed similar evaluations or monitoring. At a minimum, the offeror shall provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

**4.1.2 Resumes/Company Profile and Experience.** Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. Offeror to provide a copy of a completed monitoring report, land management report or some form of contract monitoring document complete with in the last 5 years. A resume or summary of qualifications, work experience, education, and skills, which emphasizes previous experience in this area, should be provided for all key personnel who will be involved with any aspects of the contract.

**4.1.3 Ability to Meet Supply Specifications.** Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3.

1. Ability to fulfill monitoring requirements on 20 to 70 projects annually during established timeframe.
2. Demonstrate basic knowledge of land management, grazing management, and plant and wildlife species associated with habitat enhancement projects.
3. Technology skills: copy and fill in forms in Microsoft Word, take digital images and load them into documents, and write summary reports.
4. Read and interpret maps to find legal descriptions on the ground and find physical locations.
5. Effectively communicate with landowners and FWP employees verbally and in written form.
6. Equipment to include laptop computer, cell phone, 4-wheel drive vehicle, GPS, digital camera, and tools for installing UGBEP signs (pliers, hammer, light post-pounder).

**4.1.4 Method of Providing Services.** Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3.

**Scenario 1:** Referencing Appendix C, the Contract Monitoring format, develop a work plan and timeline, as stated above, for monitoring the list of example projects listed in Scenario 1, Appendix D.

**Scenario 2:** Using Appendix C, the Contract Monitoring format, develop a work plan and timeline, as stated above, for monitoring the list of example projects listed in Scenario 2, Appendix D

## SECTION 5: COST PROPOSAL

Please provide cost proposals for Scenarios 1 and 2 as listed using Appendix D and E. Proposals must include all expenses associated with the process as defined in this RFP Section 3, to include all associated cost i.e. travel, overnight expenses, report production, sign installations, and photographs. The overall annual budget for monitoring projects is approximately \$25,000, which is intended to fund monitoring of approximately 90 projects annually. **Contractor to provide a detailed cost proposal and provide total cost for each scenario.**

**Scenario 1:** Referencing Appendix C, the Contract Monitoring format, develop a cost proposal, as stated above, for fulfilling monitoring requirements for Scenario 1, Appendix D.

**Scenario 2:** Referencing Appendix C, the Contract Monitoring format, develop a cost proposal, as stated above, for fulfilling monitoring requirements for Scenario 2, Appendix D.

## SECTION 6: EVALUATION PROCESS

### **6.0 BASIS OF EVALUATION**

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **1,000** points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

**Any response that fails to achieve a passing score per the requirements of Section 2.3.3 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.**

## 6.1 EVALUATION CRITERIA

References		10% of points for a possible 100 points	
Category	Section of RFP	Point Value	
A. References (Complete Contact Information Provided)	4.1.1	100	
Resumes/Company Profile and Experience		10% of points for a possible 100 points	
Category	Section of RFP	Point Value	
A. Years of Experience	4.1.2	40	
B. Past Projects	4.1.2	20	
C. Staff Qualifications	4.1.2	40	
Ability to Meet Supply Specifications		20% of points for a possible 200 points	
Category	Section of RFP	Point Value	
A. Ability to fulfill monitoring requirements on 20-70 projects annually during established timeframe.	4.1.3.1	40	
B. Demonstrate basic knowledge of land management, grazing management, and plant and wildlife species associated with habitat enhancement projects.	4.1.3.2	40	
C. Technology skills: copy and fill in forms in Microsoft Word, take digital images and load them into documents, and write summary reports.	4.1.3.3	30	
D. Read and interpret maps to find legal descriptions on the ground and find physical locations.	4.1.3.4	30	
E. Effectively communicate with landowners and FWP employees verbally and in written form.	4.1.3.5	30	
F. Equipment to include laptop computer, cell phone, 4-wheel drive vehicle, GPS, digital camera, and tools for installing UGBEP signs (pliers, hammer, light post-pounder).	4.1.3.6	30	
Method of Providing Services		35% of points for a possible 350 points	
Category	Section of RFP	Point Value	
A. Work Plan / Timeline for Scenario 1	4.1.4.1	175	
B. Work Plan / Timeline for Scenario 2	4.1.4.2	175	
Cost Proposal		25% of points for a possible 250 points	
Category	Section of RFP	Point Value	
A. Cost Proposal <b>Scenario 1</b>	5.0	125	
<b>Scenario 2</b>	5.0	125	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ( $\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$ ).

Lowest Responsive Offer Total Cost

x

Number of available points = Award Points

This Offeror's Total Cost

## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.



**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

## **APPENDIX B: CONTRACT**

### **Monitoring UGBHEP Habitat Projects**

#### **1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana Department of Fish, Wildlife and Parks, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200701 Helena, MT 59620, (406) 444-4717 and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

**THE PARTIES AGREE AS FOLLOWS:**

#### **2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on **(insert date)**, 20(    ), **(or upon contract execution)** and terminate on **(insert date)**, 20(    ), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **(insert number)**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of **(insert number)** years. (State contracts generally may not exceed a total of seven years.)

#### **3. COST/PRICE ADJUSTMENTS**

**3.1 Price Adjustments Negotiated Based on Changes in Contractor's Costs.** Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

#### **4. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State the following: Contractor will investigate, inventory, and produce a final baseline inventory report which conforms to the baseline inventory format provided in FWP's Statewide Habitat Plan.

#### **5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration for the **(SERVICES)** to be provided, the State shall pay according to the following schedule: **(50% AT PROJECTS MIDPOINT AND 50% WHEN PROJECT AND REPORT COMPLETED.)**.

**5.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

#### **6. ACCESS AND RETENTION OF RECORDS**

**6.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

**6.2 Retention Period.** The Contractor agrees to create and retain records supporting the final baseline inventory report that conforms to the baseline inventory format provided for a period of three years

after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

## **7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **8. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **9. REQUIRED INSURANCE**

**9.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**9.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**9.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**9.4 Additional Insured Status.** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**9.5 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

**9.6 Additional Insured Status.** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**9.7 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**9.8 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **Fish Wildlife and Parks, Purchasing Office, PO Box 200701 Helena MT 59620**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **10. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Fish Wildlife and Parks upon expiration.

## **11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **12. PATENT AND COPYRIGHT PROTECTION**

**12.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**12.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

## **13. CONTRACT TERMINATION**

**13.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**13.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

## **14. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Rick Northrup, Game Bird Coordinator will be the liaison for the State.  
P.O. Box 200701  
Helena, MT 59620  
Telephone: 406-444-5633  
Fax: 406-444-4952  
E-mail: rnorthrup@mt.gov

\_\_\_\_\_ will be the liaison for the Contractor.  
(Address):  
(City, State, ZIP):  
Telephone:  
Cell Phone:  
Fax:  
E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

#### **15. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

#### **16. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

#### **17. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

**18. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

**19. SCOPE, AMENDMENT AND INTERPRETATION**

**19.1 Contract.** This contract consists of (insert number) numbered pages, any Attachments as required, RFP #(insert RFP number), as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**19.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**20. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)  
(Insert Address)  
(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)  
(Insert Address)  
(Insert City, State, Zip)

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Content:

\_\_\_\_\_  
Legal Counsel (Date)  
Agency: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Procurement Officer (Date)  
Fish Wildlife and Parks, Procurement Office

## APPENDIX C: UGBHEP Standard Monitoring Form (filled-in example)

### *Upland Game Bird Habitat Enhancement Program*

*Montana Fish, Wildlife and Parks*

#### Habitat Contract Monitoring Form

1) Contract Number: 438

2) Landowner Name: Farmer Johnson Phone Number: 406-###-####

3) Date Visited: 7-10-08

4) Project Type(s): Shelterbelt, Nesting Cover, Food Plot Brief Description: This is a project involving an L-shaped shelterbelt with nesting cover on the west side and a food plot east of the shelterbelt.

5) Project site sufficiently signed with contact information? NO X YES    If NO, install signs at visible entry points and/or ***write appropriate contact information on signs.*** Number of signs you installed and/or wrote contact information on: 2

#### 6) Contract Compliance

Possible Compliance Issue (place an X in appropriate blank) ? NO X MAYBE   

If MAYBE, explain:   

Project-specific information (see instructions): Appears landowner has been providing maintenance activities on shelterbelt including weeding. Nesting cover is standing (no grazing or haying). Looks like food plot was planted a little late.

7) Project quality evaluation (see instructions): Shelterbelt looks to have about 60% survival. One row is mostly dead, looks like buffalo berry - see picture. Russian Olive are over 8' tall and look good. Chokecherries have been browsed down but still look ok, about 3' tall. Caragana and lilac are bushy and 5' tall in places - look like good cover. Some of the lilacs are suckering between rows. Fabric mulch is still suppressing grass/weeds around shrubs. Nesting cover looks good including tall grasses over 2' tall with a good understory of alfalfa in deeper soil areas. Food plot is some kind of small grain (wheat?) with good sprouting (about 6" tall) but looks to be behind other crops in the area.

8) Wildlife use observations (see instructions): I saw a covey of partridge by the west driveway. A hen pheasant with brood was in a swale by the nesting cover. Lots of bird droppings and feathers between shrub rows.

9) Comments None

10) Image log: 1. 421 - overview of shelterbelt; 2. 422 - row of caragana and lilac; 3. 423 - dead buffaloberry; 4. 424 - sign on driveway fence; 5. 428 - sign west of shelterbelt along highway ; 6. 430 - food plot; 7. 431 - nesting cover overview; 8. 429 - close up of nesting cover under story;

(Eliminate these instructions from the Monitoring form when completed)

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## Line-by-line Instructions - Habitat Contract Monitoring Form

**NOTE: MONITORING VISITS REQUIRE ALL OF THE FOLLOWING INFORMATION BE RECORDED ON FORM**

- 1) **Contract number** is located in the upper right hand corner of the contract.
- 2) **Landowner name** is the current owner of the property. May not be the same as the name on the contract. **Phone Number** is the current contact information for acquiring access.
- 3) **Date visited** is the date or dates the site was monitored.
- 4) **Project Type** is one or more of the following, based on information on the contract: Shelterbelt, Nesting Cover, Nesting Cover Enhancement, Food Plot, Grazing System, Sagebrush Lease  
*Note: Only include what is an active (un-expired) part of the contract.*
- 5) **Project site sufficiently signed?** Do likely entry points for hunters have signs? If multiple parcels, does each accessible parcel have at least one sign at points of entry or along public routes? DOES EACH SIGN HAVE APPROPRIATE NAME AND CONTACT INFORMATION? If insufficient, add signs with appropriate name/contact information and/or re-write name and contact info on existing signs.
- 6) **Contract Compliance.** Mark NO or MAYBE based on observations and stipulations in the contract. *Take the time necessary to understand each project and what landowner "compliance" should look like.* Depending on the type of project, see the following monitoring recommendations.  
  
**For non-grazing system projects:** Pay particular attention to the table of steps in Item 1 and related restrictions in Item 5a in the habitat contract. See also specific instructions by project type:
  - a. **Shelterbelt** - has the fabric barrier been maintained? If irrigation is supposed to occur, has it? Does the irrigation system look functional? If tillage between rows is supposed to be accomplished, has it?
  - b. **Nesting cover** - record what, if any of the seedings have been hayed or grazed. *Mid-contract haying or grazing operations are required by FSA and do not represent non-compliance.*
  - c. **Nesting Cover Enhancement** - check to see if there is evidence of the treatment being accomplished.
  - d. **Food plot** - check to see if the site has been seeded and/or left as standing grain
  - e. **Lease** - check to see if haying or grazing has occurred, and if that complies with contract provisions.
  - f. **Sagebrush Lease** - landowners in this lease program have agreed not to spray, burn, or plow sagebrush grasslands within the boundaries identified on the contract map. Look for conversion to cropland, substantial areas of dead or burned sagebrush plants, or substantial areas entirely lacking sagebrush due to an apparent treatment.



**For grazing systems:** (note: grazing systems are typically a 3-treatment rest-rotation system. During a given year, corresponding to the grazing chart in the contract, a pasture will receive 1 of 3 grazing treatments. The 3 treatments are: 1) growing season grazed; 2) post-growing season grazed; 3) year long no grazing or full rest)

a. Compare the grazing rotation for each pasture to what is detailed in the grazing rotation table for the specific year.

b. Livestock would typically be moved from the growing season (May-July) pasture to post-growing season in late July or early August, depending on moisture conditions. Drier years may result in earlier rotation dates.

c. If site visit is prior to late July, 2/3 of the pastures should be ungrazed - see pasture map in grazing contract.

d. If site visit is after late July, 1/3 of the pastures should be ungrazed - see pasture map.

e. If site visit is in May or prior to livestock arrival, you will need to assess the prior-year's residual cover. The **prior-year's growing season pasture** should look grazed down with little residual cover, the post growing season pasture should have somewhat better residual cover, and the rest pasture should have un-grazed residual cover with no recent cow pies.

**7) Project quality evaluation** is intended to provide general observations of how the project is functioning. What is estimated survival in **shelterbelt**? Are there particular shrub species that did well or poorly? Are all the **shelterbelt** rows functioning? Does **nesting cover** have good height and density? Is there a lot of bare ground? Are there forbs in the nesting cover such as alfalfa or sweet clover? For **enhanced nesting cover**, does it appear that the treatment resulted in more weedy or forb cover compared to untreated areas? Does the **food plot** have a good stand of planted food? What was planted?

**8) Wildlife use observations** during the time you were on site, what wildlife did you see using the project area? Upland game bird observations or signs are particularly important such as game birds seen, signs of game birds (droppings, nest, dust bowls, feathers, tracks). This is not intended to be a comprehensive survey, be observant but also realize recorded information is anecdotal.

**9) Comments** this can remain blank if no additional information is worthy of recording.

**10) Image log:** for each image, record the number and a *brief* description of what the image portrays. 4-15 images per project, depending on size and complexity of project, should suffice. Take sample pictures that represent the project including project signs, shelterbelt rows, individual shrubs – if possible use reference object to show size, nesting cover and cover understory, food plot, sagebrush, signs of wildlife use, etc. If there are apparent violations, take pictures of these.

**11) Insert Images:** copy images taken on the site into the electronic report form.

## APPENDIX D: Scenarios 1 and 2

### SCENARIO 1

Twenty (20) Upland Game Bird Enhancement Program Projects in northeast Montana require monitoring using the standard form (Appendix C). If any of these projects are missing program signs, these will require sign installation. For purposes of this scenario, anticipate installing 25 signs. The projects are as follows (assume all projects are within 40 miles of night's lodging):

Project 1 – 320-acre Nesting cover project. 350 miles from your work location.

Project 2 – 140-acre Nesting cover project. 20 miles from Project 1

Project 3 – 700-acre Nesting cover project, split into 4 separate parcels each about 2 miles apart. 15 miles from Project 2.

Project 4 – 400-acre Nesting cover project, split into 2 parcels 1 mile apart. 10 miles from Project 3.

Project 5 – 140-acre Nesting cover project, single parcel. 20 miles from Project 4.

Project 6 – 140-acre Nesting cover project, single parcel. 10 miles from Project 5.

Project 7 – 320-acre Nesting cover project, single parcel. 10 miles from Project 6.

Project 8 – 20-acre Shelterbelt project, split into two pieces a quarter mile apart. 30 miles from Project 7.

Project 9 – 2,000-acre Grazing system project involving 3 pastures all together. 60 miles from Project 8.

Project 10 – 5-acre Shelterbelt project with adjacent 140 acres of nesting cover and a 10-acre food plot. 20 miles from Project 9.

Project 11 – 10,000-acre Grazing system project involving two 3-pasture grazing systems. 5 miles from Project 10.

Project 12 – 300-acre lease on private land where livestock have been removed for a 5-year period. 20 miles from Project 11.

Project 13 – 5-acre shelterbelt and 10-acre food plot. 15 miles from Project 12.

Project 14 – 140-acre nesting cover enhancement project. Landowner has agreed to not hay or graze CRP for 5 years. 5 miles from Project 14.

Project 15 – 12-acre shelterbelt in 140-acres of nesting cover. 25 miles from Project 14.

Project 16 – 5-acre shelterbelt project. 20 miles from Project 15.

Project 17 – 3-acre shelterbelt project. 5 miles from Project 16.

Project 18 – 3.5-acre shelterbelt project. Difficulty getting a hold of landowner for access. 15 miles from Project 17.

Project 19 – 7,000-acre grazing system managed in 3 separate 3-pasture grazing systems. 25 miles from Project 18.

Project 20 – 4-acre shelterbelt project with 5-acre adjacent food plot. 70 miles from Project 19 but on the way back to work station.

## **SCENARIO 2**

Five (5) Upland Game Bird Enhancement Program Projects in central Montana require monitoring using the standard form (Appendix C). If any of these projects are missing program signs, these will require sign installation. For purposes of this scenario, anticipate installing 5 signs. The projects are as follows (assume all projects are within 40 miles of night's lodging):

Project 1 – 15,000-acre grazing system managed in 2 separate 3-pasture systems. This project is 40-miles from work location.

Project 2 – 140-acre nesting cover project. 10 miles from Project 1.

Project 3 – 2,000-acre grazing system managed in a 3-pasture system. 20 miles from Project 2.

Project 4 – 500-acre nesting cover project in 3 parcels within 2 miles of each other. 5 miles from Project 3.

Project 5 – 5-acre shelterbelt project. 2 miles from Project 4.